

## SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH BEND AND THE CITY OF SNOQUALMIE FOR POLICE SERVICES

THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT ("Amendment") is entered into between the City of North Bend, a Washington municipal corporation ("North Bend") and the City of Snoqualmie, a Washington municipal corporation ("Snoqualmie").

### I RECITALS

A. North Bend and Snoqualmie are each authorized under Washington law to form and operate a police department.

B. The Interlocal Cooperation Act, chapter 39.34 RCW, authorizes municipal corporations to contract with one another to perform any act that each is independently authorized to perform.

C. North Bend and Snoqualmie entered into an Interlocal Agreement ("ILA") for Police Services dated effective September 10, 2012.

D. The ILA provides that Snoqualmie will hire six (6) full time equivalent police officers in order to deliver the services to North Bend.

E. By First Amendment to the ILA, the parties agreed to increase this staffing level to seven (7) full time equivalent police officers. Following the passage of Public Safety Measure Proposition 1, the parties desire to increase this staffing level to eight (8) full time equivalent police officers in order to increase the level of police service within the City of North Bend.

F. Snoqualmie wishes to provide these additional police services to North Bend on the terms and conditions set forth in this Amendment.

G. The parties enter into this Amendment in consideration of the mutual covenants and promises set forth in this Second Amendment, the First Amendment and the ILA, the mutual benefits to be derived by each and in the exercise of authority granted by the Interlocal Cooperation Act.

### II

1. **Additional Police Services.** Section 1(a) of the ILA shall be amended as follows:

- a. Provide a minimum of two (2) one (1) officers on duty within the corporate limits of North Bend for 18 hours per day, 365 days per year and provide a minimum of one (1) officer at all other times at all times (24 hours per day, 365 days per year)., subject only to necessary priorities caused by critical concurrent calls for service, by hiring nine (9) eight (8) full-time equivalents (FTEs) consisting of eight (8) seven (7) full-time police officers and one (1) records administration position; provided, any

Snoqualmie police officer may be assigned to work in North Bend. Snoqualmie will consult with the North Bend City Administrator on proposed hires but shall retain sole decision making authority. Snoqualmie will hire the City of North Bend's current Police Office Supervisor to perform these records administration functions if she applies for the position but salary and benefits will be those set forth in the Snoqualmie job description. Patrol shifts will be scheduled so there is sufficient overlap for shift change in order to insure that an officer coming on-shift has completed any administrative tasks and is actually on patrol prior to the completion of the shift by the officer going off-shift.

**2. Compensation.** Section 5(a) of the ILA shall be amended as follows:

**5. Compensation.**

- a. During the Term, North Bend shall pay Snoqualmie the following amounts in equal monthly installments as full payment for the Services.

March 8, 2014 through December 31, 2014	<del>\$1,039,670</del>	<u>\$1,156,812</u>
January 1, 2015 through April 31, 2015	<del>\$1,427,000</del>	<u>\$ 561,241</u>
May 1, 2015 through December 31, 2015		<u>\$1,061,945</u>
January 1, 2016 through December 31, 2016	<del>\$1,467,000</del>	<u>\$1,635,053</u>
January 1, 2017 through December 31, 2017	<del>\$1,505,000</del>	<u>\$1,681,456</u>
January 1, 2018 through December 31, 2018	<del>\$1,545,000</del>	<u>\$1,730,279</u>
January 1, 2019 through March 7, 2019	<del>\$ 266,535</del>	<u>\$ 313,939</u>

**3. Additional Police Vehicle.** Section 6 of the ILA shall be amended to read as follows, regarding the purchase of one (1) additional fully equipped police vehicle to be used in delivering the Services:

**6. Start-Up Costs**

The parties agree that Snoqualmie will incur certain costs associated with commencing this Agreement equal to Three Hundred Eighty Four Thousand Dollars and No/100 (\$384,000.00) (Start-Up Costs). Start-up Costs will include without limitation acquisition of three (3) fully equipped patrol vehicles, and hiring six (6) new police officers including any required training, equipment and uniforms. The Start-up Costs will be initially incurred by Snoqualmie but North Bend shall reimburse Snoqualmie by (1) Paying \$192,000 within six (6) months following full execution of this Agreement; and (2) paying \$192,000 on or before commencement of the Services on March 8, 2014.

The parties agree that Snoqualmie will incur certain additional start-up costs ("Additional Start-Up Costs") related to providing an eighth (8<sup>th</sup>) police officer under the Second Amendment to this Agreement. Additional Start-Up Costs include acquisition of an additional, fourth fully equipped patrol vehicle. As compensation for the Additional Start-Up Costs, on or before May 1, 2015, North Bend shall pay Snoqualmie Seventy Two Thousand Nine Hundred Forty Dollars


and No/100 (\$72,940.00). All police vehicles will be owned by Snoqualmie and in the event this ILA is not renewed at the end of the Term, the vehicles will remain the personal property of Snoqualmie. The Parties agree that the useful life of a police vehicle is between four (4) and five (5) years.

**4. All Other Provisions of ILA Remain in Full Force and Effect.**

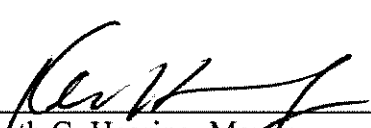
All other provisions of the ILA not specifically amended by the First Amendment or this Second Amendment shall remain in full force and effect.

DATED this 13<sup>th</sup> day of April, 2015.

CITY OF SNOQUALMIE

By:   
Matthew R. Larson, Mayor

CITY OF NORTH BEND

By:   
Kenneth G. Hearing, Mayor

By direction of the City Council

Taken April 13, 2015 AB 15-067

By direction of the City Council

Taken April 7, 2015 AB 15-030

Attest:

  
Jodi Warren, City Clerk

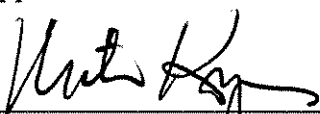
Attest:

  
Susie Oppedal, City Clerk

Approved as to Form:

  
Bob Sterbank, City Attorney

Approved as to Form:

  
Michael R. Kenyon, City Attorney